

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y - T&M		PAGE OF PAGES 1 of 2	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 07 FEB 2000		4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY ASC/CDS CODE		FA8622		7. ADMINISTERED BY (If other than Item 6)		CODE S3605A	
USAF/AFMC AERONAUTICAL SYSTEMS CENTER 2275 D STREET BLDG 16 RM 129 WRIGHT PATTERSON AFB OH 45433-7233 SCOTT A. SMITH (937) 255-7003 X4649 smithsa				DCMC DAYTON AREA C BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MODERN TECHNOLOGIES CORPORATION 4032 LINDEN AVENUE DAYTON OH 45432 (937) 252-9199				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				MAILING DATE		9B. DATED (SEE ITEM 11)	
				MAR 08 2000 X		10A. MODIFICATION OF CONTRACT/ORDER NO. F33657-95-D-2965 0014	
						10B. DATED (SEE ITEM 13) 20 DEC 1999	
CODE 9J721		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: Incorporation of Revised Statement of Work and Additional CDRL Item CHANGE IN PRICE: None. CHANGE IN OBLIGATION: None.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Timothy L. Feeser Contract Administrator				16A. NAME AND TITLE OF SIGNER (Type or print) LUCILA CASTEL Contracting Officer (937) 355-7003 X4651			
15B. CONTRACTOR/OFFEROR Timothy L. Feeser (Signature of person authorized to sign)		15C. DATE SIGNED 25 Feb 00		16B. UNITED STATES OF AMERICA BY Lucila Castel (Signature of Contracting Officer)		16C. DATE SIGNED 6 March 2000	

1. Pursuant to FAR 52.243-3 "Changes - Time and Materials or Labor Hours", Section J, Attachment 1, Statement of Work entitled "Special Operations Forces Program Office Cost/Schedule Management and Analysis Support to the TSSAM Litigation Support Mission" dated 10 Dec 1999 is replaced in its entirety by Statement of Work entitled "Special Operations Forces Program Office Cost/Schedule Management and Analysis Support to the TSSAM Litigation Support Mission" dated 07 Feb 2000, attached hereto and made a part hereof. The new Statement of Work incorporates paragraph 4.8 "Use of IMPAC by Government Contractors". In addition, CDRL Item A003 "Summary Report", attached hereto and made a part hereof, is added to Section J, Exhibit A.

2. All other contract terms and conditions remain unchanged and in full force and effect as a result of this modification.

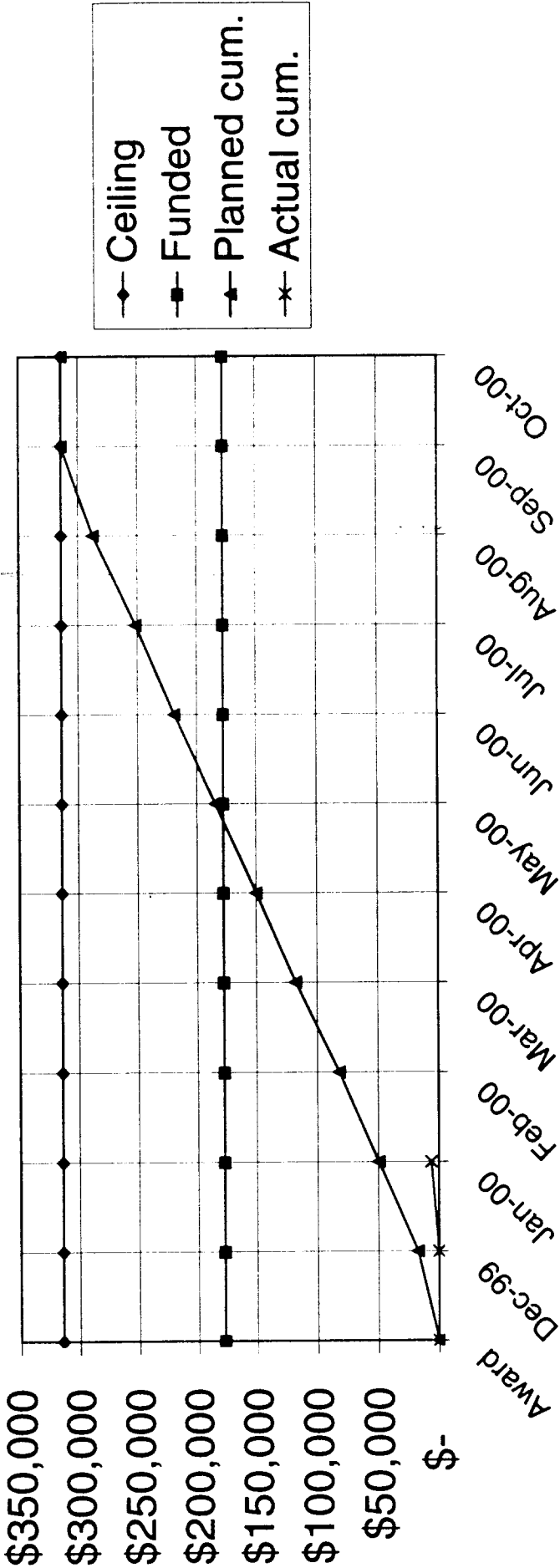
CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. F33657-95-D-2965/0014		F. CONTRACTOR Modern Technologies Corp (MTC)			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Summary Report			3. SUBTITLE Invoice Status			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-80447		5. CONTRACT REFERENCE SOW para 4.1 Data.			6. REQUIRING OFFICE ASC/LUA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION			
8. APP CODE	N/A	11. AS OF DATE See Blk 16	13. DATE SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE		b. COPIES	
16. REMARKS Blk 10: Monthly. 45 days prior to completion of the task order submittal shall Be Bi-weekly. Blks 11 and 12: First submittal due 10 days following contract award. Blk 14: *Electronic submittal is requested. If unavailable, 2 papercopies shall be delivered to the FAE. Blk 4. Chart 1 Labor – Shall contain the following data: Company name, task order number, fiscal year of funds, ceiling amount, funded amount, planned cumulative /per month actual cumulative /per month, baseline /per month, actual /per month, date of COS delivery, positions authorized and positions filled. Chart 2 Travel – Shall contain the following data: Company name, task order number, fiscal year of funds, ceiling amount, funded amount, planned cumulative, actual cumulative, baseline/per month, actual per month, Chart 3 Follow-on Estimate - Shall be updated by request and/or 2 months prior to end of this task order. Shall contain company name, task order number, fiscal year of funds, ceiling amount, planned cumualtive /per month, baseline /per month, positions. authorized and positions filled Samples are attached				Draft		Final	
				ASC/LUA			
				15. TOTAL →			
G. PREPARED BY Susan A. Fenske		H. DATE 01 Feb 00		I. APPROVED BY Lt Charles R. Hanson		J. DATE 01 Feb 00	

	Award	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00
Ceiling	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630	\$ 314,630
Funding	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200	\$ 177,200
Planned cum.	\$ -	\$ 17,296	\$ 49,444	\$ 81,591	\$ 117,474	\$ 149,622	\$ 183,905	\$ 219,252	\$ 251,400	\$ 287,263	\$ 314,630	\$ 314,630
Actual cum.	\$ -	\$ -	\$ 6,280									
Baseline/mo.	\$ -	\$ 17,296	\$ 32,148	\$ 32,148	\$ 35,883	\$ 32,148	\$ 34,283	\$ 35,348	\$ 32,148	\$ 35,883	\$ 27,348	\$ -
Actual/mo.	\$ -	\$ -	\$ 6,280									

Monthly "total" cost does not reflect previous month's subcontractor labor effort costs, prime contractor only.

Certificate of Service delivery date:
NLT 12th working day of following mo.
Authorized: 3 + 1 subK + off site Mgt
Vacancies: 0
Planned: N/A
Funding: FY 00 funds
Task funded through 19 May 2000
Period of Performance: 12/18/99 - 9/26/00

ASC/LUA
MTC - Task 014
CLIN 0001 Labor



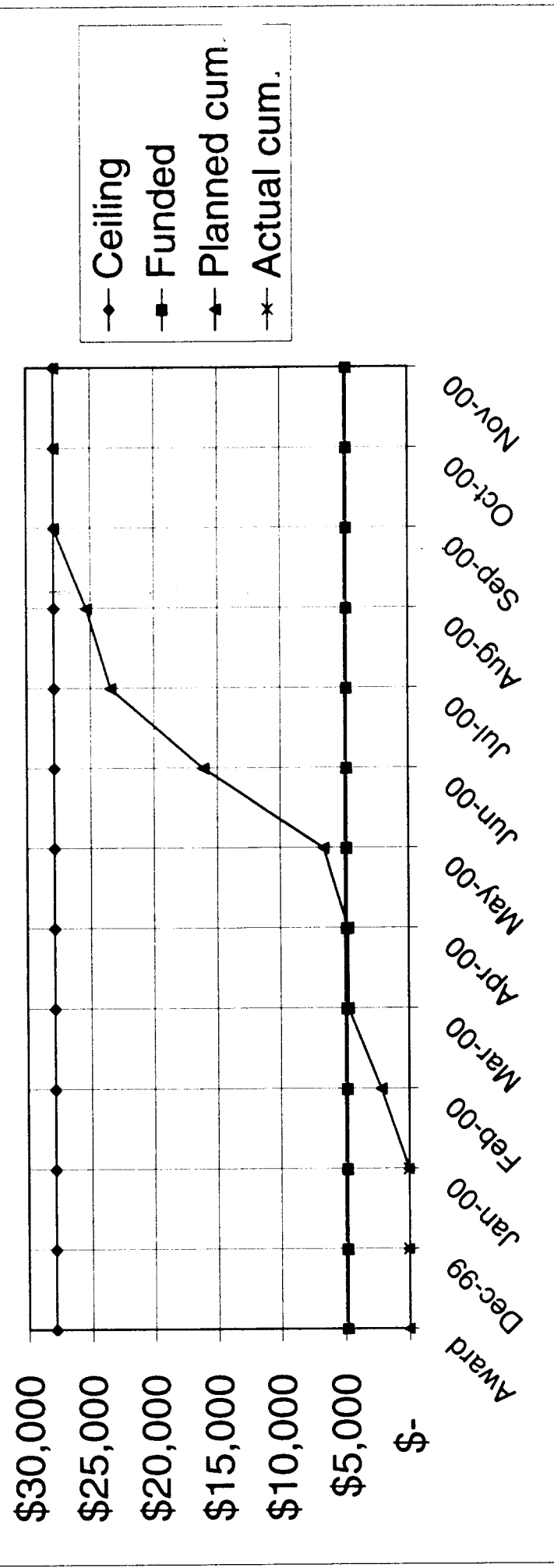
	Award	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00
Ceiling	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861	\$ 27,861
Funding	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
Planned cum.	\$ -	\$ -	\$ -	\$ 2,155	\$ 4,698	\$ 4,698	\$ 6,606	\$ 16,096	\$ 23,410	\$ 25,318	\$ 27,861	\$ 27,861	\$ 27,861
Actual cum.	\$ -	\$ -	\$ -										
Baseline/mo.	\$ -	\$ -	\$ -	\$ 2,155	\$ 2,543	\$ -	\$ 1,908	\$ 9,480	\$ 7,325	\$ 1,908	\$ 2,543		
Actual/mo.		\$ -	\$ -										

ASC/LUA

MTC - Task 014

CLIN 0005 Travel

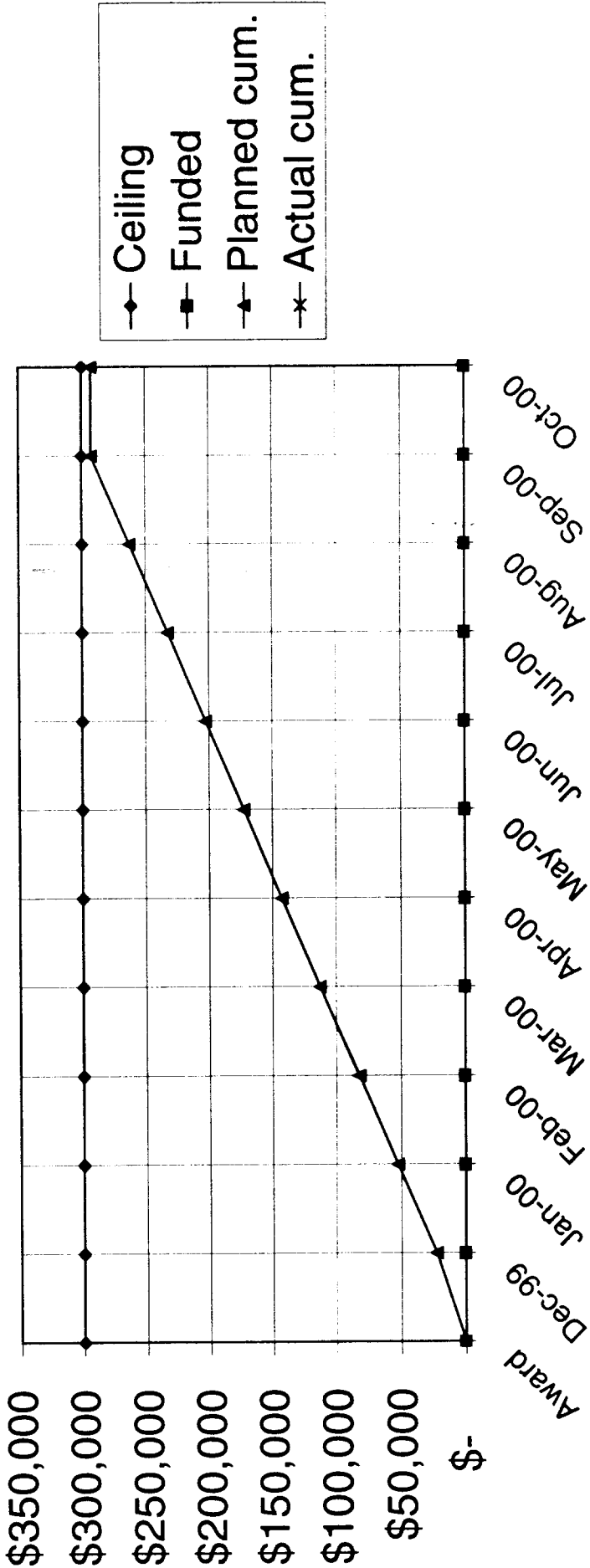
Certificate of Service delivery date:
NLT 12th working day of following mo.
Authorized: 12 Trips - 6 to west coast &
6 to east coast
Funded with FY 00 funds
Task funded through 19 May 2000
Period of Performance: 12/18/99 - 9/26/00



	Award	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00
Ceiling	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857	\$ 299,857
Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planned cum.	\$ -	\$ 22,622	\$ 52,608	\$ 82,583	\$ 112,578	\$ 142,565	\$ 172,551	\$ 202,537	\$ 232,523	\$ 262,506	\$ 292,489	\$ 292,489
Actual cum.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baseline/mo.	\$ -	\$ 22,622	\$ 29,986	\$ 29,985	\$ 29,986	\$ 29,986	\$ 29,986	\$ 29,986	\$ 29,986	\$ 29,983	\$ 29,983	\$ -
Actual/mo.												

ASC/LUA
MTC - Follow on
CLIN 0001 Labor

Certificate of Service delivery date:
NLT 12th working day of following mo.
Authorized: 4 + off site Mgt
Vacancies: 0
Planned: N/A



STATEMENT OF WORK
FOR THE
SPECIAL OPERATIONS FORCES
PROGRAM OFFICE
COST/SCHEDULE MANAGEMENT AND ANALYSIS SUPPORT
TO
THE TSSAM LITIGATION SUPPORT MISSION

1. Objective

The objective of this delivery order is to provide specialized cost/schedule research support and assistance to the Special Operations Forces Program Office's Tri-Service Standoff Attack Missile (TSSAM) Litigation Support Office, ASC/LUA. The program managers within TSSAM will use the support to enhance their ability to perform critical tasks and effectively manage the litigation with The Northrop Grumman Military Aircraft Division (NGMAD) and the Department of Justice (DoJ).

2. Scope

The contractor shall provide cost/schedule research support assistance to TSSAM for all areas of program cost/budget analysis, schedule analysis and schedule creation and management. The contractor shall provide support for schedule networking for sustainment of litigation support activities for the Air Force. The contractor shall develop, analyze and maintain a master integrated program schedule for TSSAM litigation. The contractor shall support program cost analysis, estimating and programmatic / analytical management support.

3. Detailed Requirements

The contractor shall perform, but not be limited to, the following types of activities: Program integration, analysis of TSSAM schedules and costs, preparation of presentation materials, review and analysis of program documents and other tasks and activities as listed under section 3.1. Contractor personnel shall have experience in major DoJ claim litigation support.

3.1 Management Support

The contractor shall provide qualified personnel to give integration, communication, coordination, organization, and planning expertise to the TSSAM litigation support as outlined in the following paragraphs.

3.1.1 Reviews

The contractor shall support, plan for, coordinate, and participate in integration program reviews such as, but not limited to, the following types: executive reviews, readiness reviews, technical reviews, requirements reviews, working groups, management reviews, etc.

3.1.2 Studies and Analyses

Conduct studies and analyses for the identification and resolution of program problems or issues and to support and assist in the development of program documentation such as support plans, Integrated Master Schedules, and other program plans, strategies, schedules, or agreements necessary for efficient program management.

3.1.3 Schedule Networking, and Schedule Assessments

The contractor shall assist in milestone planning, tracking, and schedule assessment. Assistance shall include the development and maintenance of specific task or project-oriented program schedule reviews and assessments, as determined by the program managers/integrated product teams. The contractor shall update, analyze, and maintain the TSSAM Program Master Schedule which tracks the progress of the various ongoing litigation support activities. Schedule networking efforts will address the following areas: network statusing, generation of network graphics, and assignment of realistic duration and relationships to network elements. The contractor may be required to research, analyze and document the history of Monte Carlo based risk assessments that were performed during the Engineering, Management, and Development (EMD) phase of TSSAM in support of litigation activities. In addition, the contractor shall collect, analyze, and document history pertaining to allegations in claim that the government negatively impacted the plaintiff's program schedule. Also, analyze and answer to the scheduling on the Delay and Disruption Complaint.

3.1.4 Documentation Review

The contractor shall support research, analysis and assessment of program financial documentation and funding.

3.1.5 Metrics

Contractor shall assist in developing, tracking, analyzing, maintaining and reporting office performance measures.

3.1.6 Program Briefings

Support program briefings and reports by gathering information, preparing charts, and other support as required (CDRL A0001).

3.1.7 Program Processes

The contractor shall support any surveillance and audits of the TSSAM Plaintiff. The contractor shall assist in the development, support, and continuous improvement of program financial management and scheduling processes.

4. GENERAL AND SPECIAL REQUIREMENTS

4.1 Data

The contractor shall provide overall status reviews to ASC/CDS every quarter/monthly as directed. These reviews shall identify all ongoing task orders with associated schedules and expenditures to date, describe planned actions, and describe difficulties encountered in performing work (CDRL A0002, A0003).

4.2 Work Locations

Work in support of this delivery order shall be performed primarily at the TSSAM office, Area B, Bld 16 Rooms 0101, 0025, and 0013 WPAFB, OH. Some travel by contractor personnel may be required to support reviews, conferences, and meetings.

4.2.1 Period of Performance

Performance shall be from 15 Dec 1999 through 26 Sept 2000. The TSSAM facility will be opened to personnel from 06:30AM to 12:30AM daily. The contractor shall observe the same holidays as the federal government.

4.3 Non-Disclosure Agreements

Non-disclosure agreements shall be accomplished by the contractor prior to access to litigation sensitive or proprietary data, information, or documents. Contractor involvement on source selection activities shall be in a non-decision making role only.

4.4 Technical Integration

The contractor shall work under the functional guidance/task integration of the contractor designated in writing by ASC/LU as the Contract Issues Resolution Team (CIRT) Technical Coordinator.

4.5 Security Clearance Requirements

TSSAM is a special access program. Documents within the Program Office and NGMAD are for the large part classified in accordance with Special Access procedures. Contractor personnel shall possess a Secret/SAR security clearance updated within the last five years in order to have access to this data. The contractor shall strictly comply with all applicable security regulations in performance of his duties including proper marking of any material he produces. Contractor personnel appointed by the TSSAM Program Manager shall perform access/exit and escort duties.

4.6 Travel

The contractor shall travel, when authorized, to participate in meetings and reviews to accomplish assigned tasking. Such travel will be only as directed and coordinated through the Functional Area Evaluator (FAE). The FAE for the government shall be notified within ten days in advance for all contractor travel to other contractor facilities and/or government organizations in order to obtain authorization.

02/07/2000

4.7 ADPE Equipment Custodian Requirements: Upon request by the Program Manager, contractors shall perform the duties according to those listed in the Air Force Instruction (AFI) 33-112, AFMC AFI 33-112, Supplement 1, and other regulations and policies downward directed by the HQ AFMC MAJCOM Equipment Control Officer. AFI 33-112 clearly states who is responsible and accountable for the equipment. Per AFI 33-112, the Communications and Information Systems Officer (CSO) is the accountable officer for all equipment listed in their assigned Information Processing Management System (IPMS) account. Paragraph 7 states the Organizational Commander is responsible for all computer systems assigned to their unit. Paragraph 11.12 states the EC is to notify the organizational commander, who appoints an investigating official to begin a Report of Survey (ROS) process for any loss, damage, or destruction of computer systems. The ROS officer makes the decision of responsibility or liability for the equipment. The contractors do not own or control the equipment in any way. They merely perform the duties of the ECO or EC.

4.8 Use of IMPAC by Government Contractors: The IPC may establish IMPAC accounts for use by government contractor personnel who are acting in a capacity as a government agent for procuring items from commissary or other commercial sources. These cards will be funded and controlled in the same manner as if issued to government personnel. There will be a funding document established for an Air Force approving official for the cards that are issued to contractor personnel. The contractor will reconcile card purchases and an Air Force approving official will review and approve the cardholder statements. However, prior to establishing such accounts, the IPC will establish procedures for use, oversight, and control acceptable to the MAJCOM/FOA/DRU IMPAC Program Coordinator, FSO, and DFAS. **NOTE: The Air Force is ultimately liable for use and management of cards issued to contractors.**

5. APPROVAL OF PURCHASES: Not applicable

6. Government Point of Contact: Susan A. Fenske, GS-12, ASC/LUA, 52197

Email: Susan.Fenske@asclua.wpafb.af.mil